

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA

CARNEGIE LEARNING, INC.,)	Civil Action No.: 06-0187
Plaintiff,)	Judge: Gary L. Lancaster/Magistrate
v.)	Judge Lisa Pupo Lenihan
LISA BICKEL,)	
Defendant.)	

STIPULATED CONFIDENTIALITY ORDER

WHEREAS the parties to this action recognize that certain information that will be produced by Plaintiff Carnegie Learning, Inc. ("Carnegie") and Defendant Lisa Bickel ("Bickel") during discovery is confidential and sensitive, including, but not limited to, confidential and/or proprietary information concerning Voyager Expanded Learning, Inc. ("Voyager") and Carnegie; and

WHEREAS the parties recognize that such information should be treated as confidential and protected from disclosure; and

WHEREAS this Stipulated Confidentiality Order is designed to protect the confidential and sensitive nature of such information and documents while permitting discovery to proceed in an efficient and cost-effective manner;

NOW THEREFORE, Carnegie and Bickel hereby agree to proceed as follows:

1. Either party may designate any documents, tangible thing or, information it produces, provides or makes available to the other party in this litigation as "CONFIDENTIAL" (hereinafter referred to as "Confidential Information"). Any party designating a document, tangible thing, or information as "Confidential Information" shall do so by stamping or otherwise

marking such document with sufficient particularity to allow others to identify the specific document, tangible thing, or information being designated as "Confidential Information."

2. If a party designates a document, tangible thing, or information as "Confidential Information" hereunder and the other party believes that that document, tangible thing, or information should not be so designated and should not be protected as "Confidential Information" as provided herein, the other party shall notify the designating party of its challenge to the confidentiality designation within ten (10) calendar days of the production of that document, tangible thing, or information. If the parties cannot then agree on the confidential nature of the document, tangible thing, or information, the challenging party shall have the right, within three (3) calendar days of challenging the confidentiality designation, to file a motion with the United States District Court for the Western District of Pennsylvania ("Court") seeking removal of protection for that document, tangible thing, or information, as the Court deems appropriate. The burden to establish that the document, tangible thing, or information should be protected hereunder shall lie with the designating party. The parties agree that, until the Court resolves such a motion, the document, tangible thing, or information whose confidentiality has been challenged shall be treated as "Confidential Information" and subject to the protections provided herein.

3. The parties agree that any and all Confidential Information, including the information contained therein, shall not be used by the parties for any purpose except in connection with the captioned action, unless the parties mutually agree to such use or the Court so orders.

4. The parties agree that any and all Confidential Information, including the information contained therein, shall be kept in a confidential manner by anyone entitled under

this Confidentiality Order to receive it and may be disclosed to and among the following persons only:

- (a) The parties, including current members of the management of Voyager and Carnegie involved with the facts of the action;
- (b) The attorneys for the respective parties and their staffs working on this case;
- (c) Any expert or consultant (including any employee of such expert or consultant) who is employed, retained, or otherwise consulted by a party or its attorney for the purpose of analyzing data or providing opinions to assist in this action; and
- (d) Witnesses, including deponents, as provided in this Confidentiality Order.

5. Persons attending depositions taken in this action at which Confidential Information or any information contained therein is identified, discussed or disclosed shall be limited to the court reporter, the deponent, counsel for the deponent, counsel for the parties and any representative of the parties who are bound by the terms of this Confidentiality Order. If any Confidential Information is to be used during the deposition of a non-party witness, the deponent shall be given a copy of the Confidentiality Order prior to the deposition and advised that he or she is bound by the terms of the Confidentiality Order and is requested to sign the Consent Form, which is attached to this Confidentiality Order.

If any party uses Confidential Information at any deposition, hearing, trial or other proceeding, or discloses Confidential Information on the record of any proceeding before the Court, either party may designate portions of any transcripts in this action as Confidential if it determines that such testimony discloses, concerns or relates to Confidential Information. Such

designation may occur either by (a) indicating on the record during the deposition or other proceeding that the testimony is Confidential Information, or (b) notifying the opposing party and the court reporter in writing within three (3) calendar days after receipt of the deposition or other transcript of those pages and lines that constitute Confidential Information, specifying the appropriate confidentiality designation.

6. The parties agree that, if Confidential Information produced by the other party is to be submitted to the Court with pleadings, motions, briefs, or any other documents of any nature that are submitted to the Court that comprise, embody, quote from, summarize, contain or discuss the Confidential Information, ^{upon application to the Court to file} the filing party shall place the following legend ^{under} ~~SEAL~~, prominently on the cover page of the document so to be submitted:

THIS DOCUMENT CONTAINS INFORMATION THAT HAS
BEEN DESIGNATED AS "**CONFIDENTIAL INFORMATION**"
UNDER THE STIPULATED CONFIDENTIALITY ORDER
AGREED TO BY THE PARTIES AND ENTERED BY THE
ARBITRATOR IN THIS MATTER, AND IS ENTITLED TO ALL
THE PROTECTIONS AGAINST UNAUTHORIZED DISCLOSURE
SET FORTH THEREIN.

7. Within thirty (30) calendar days after the effective date of the final resolution of this action, the parties must return to the other party all Confidential Information produced by that party, in his or her possession, or in the possession of his or her representatives, experts, consultants, or agents, including copies thereof and any abstracts, summaries or other memoranda prepared from said Confidential Information, as well as copies of any parts of the official record containing Confidential Information.

8. A party's inadvertent failure to designate any Information as "Confidential" shall not be deemed to be or construed as a waiver of confidentiality; provided, however, that

the party shall within a reasonable time after discovering the inadvertent production notify the opposing party that such Information inadvertently has been produced without being designated as "Confidential" and shall thereafter promptly substitute copies of such Information designated as "Confidential." All persons who have received copies not designated "Confidential" shall forthwith return all such copies to the party.

9. This Confidentiality Order shall survive the termination of this action and continue in full force and effect unless waived by the written consent of the producer of the Confidential Information.

10. The parties agree that this Confidentiality Order may be modified or supplemented by written agreement of the parties or as the Court otherwise may direct and does not limit the parties ability to seek any additional protection for Confidential Information via Court Order or otherwise.

Defendant Lisa Bickel
By her Counsel:

Plaintiff Carnegie Learning, Inc.
By its Counsel:

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Date: March 22, 2006

Date: March 22, 2006

SO ORDERED:

Magistrate Judge Lisa Pupo Lenihan

4-11-06

CONSENT TO BE BOUND BY
CONFIDENTIALITY ORDER

I, the undersigned, have read and understand the terms and conditions of the Stipulated Confidentiality Order governing the delivery, exhibition, publication and/or discharge of certain confidential documents, including the information contained therein, relating to the action of Carnegie Learning Inc. v. Lisa Bickel, Civil Action No. 06-0187.

I consent, under penalty of contempt, to be bound by the procedures, restrictions and limitations of the Stipulated Confidentiality Order and will act in accordance with said Stipulated Confidentiality Order.

Signature

Printed Full Name

Date: _____